



## **REQUEST FOR PROPOSAL**

**RFP NO. 24-12-13**

### **Residential Roof Replacement Program**

**RESPONSES ARE DUE NO LATER THAN**

**Tuesday, April 23, 2013 at 3:00 PM (Local Time)**

**AT**

**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116**

The responsibility for submitting a response to this solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Contact Person: Ruby C. Johnson

Email: [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



**SUBJECT:** The City of North Miami is requesting qualifications and proposals from experienced General Contractors and Roofers to provide all the necessary materials and labor to replace residential roofs throughout the City of North Miami.

Please submit an original proposal, one (1) CD and three (3) copies in response to this Request for Proposal (RFP). The Proposals are to be submitted in a sealed envelope bearing the name of the Proposer, and the address as well as the title of the RFP no later than 3:00 P.M. local time **Tuesday, April 23, 2013**. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposals:

**RFP No. 24-12-13  
Residential Roof Replacement Program**

The City's tentative schedule for this Request for Proposal is as follows:

<b>Issue Date:</b>	<b>March 26, 2013</b>
<b>Cut- off Date for Questions:</b>	<b>April 17, 2013</b>
<b>Non Mandatory Pre-Bid Meeting</b>	<b>April 9, 2013</b>
<b>Opening of Proposals:</b>	<b>April 23, 2013</b>
<b>Proposals Evaluations:</b>	<b>April 24-16, 2013</b>

A 5% performance bond is a requirement of this RFP.

**Pre-Proposal Conference**

A non-mandatory pre-proposal conference will be held on Tuesday, April 9<sup>th</sup> at 11:00 AM at North Miami City Hall 776 N.E. 125<sup>th</sup> Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this solicitation.

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

Copies of this RFP Document may be obtained by contacting Demandstar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document No. 24-12-13 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

The City of North Miami reserves the right to reject any or all Proposals with or without cause; to waive any and all irregularities with regard to the specifications and to make awards in the best interest of the City.

Please be advised that solicitations(s) issued are subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in General Conditions of the Proposal.

We look forward to your active participation in this solicitation.

Sincerely,

*Ruby C. Johnson*

Ruby C. Johnson, CPPO  
Purchasing Director

## **Table of Contents**

Section	Page
1.0 Scope of Work .....	5
2.0 Special Conditions .....	12
3.0 Proposal Format .....	16
Exhibit 1 – Price Proposal Form.....	20
4.0 Contract Forms .....	22
5.0 General Guidelines and Information .....	23

## **Required Forms**

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non Collusive Respondent Certificate
Form A-3	Local Preference (If Applicable)
Form A-5	Acknowledgement of Addenda
Form A-10	Performance Bond
Form A-14	References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill – in forms. Please ensure to include all applicable forms with your response signed and notarized as required. Emailed forms will not be accepted.

## **SECTION 1 SCOPE OF WORK**

### **1.1 PURPOSE**

The purpose of this RFP is to secure a pool of qualified firms to replace roofs on residential properties within the City of North Miami ("City").

The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

The Proposers will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The awarded Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer (See Section 5.32).

### **1.2 BACKGROUND**

The City of North Miami Residential Roofing program has received \$1 million dollars in funding dedicated to replacing roofs on homes located with the City of North Miami. It is anticipated that 60 – 70 homes will be completed through this program.

Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City to be considered for this pool of vendors.

It shall be the sole prerogative of the City as to the number of vendors who will be initially included under this Contract. Once the list is established, during the term of the program, the City reserves the right to add or delete vendors as it deems in its best interests. The RFP will not re-open to select additional vendors. If required, new vendors will be selected from the listing of qualified Proposers who did not make the first round of selection. Firms must apply to this RFP to be considered for the project.

### **1.3 MINIMUM QUALIFICATIONS**

To be eligible to respond to the RFP, the Proposer must demonstrate sufficient capacity, resources and experience to provide Roofing Services. Any Proposer that fails to meet all the following minimum criteria shall be noted as "non-responsive" and will not be evaluated / scored.

- At a minimum, the Proposer shall be a General Contractor or a Roofing Contractor licensed to do business in the State of Florida;
- To be determined responsive, Proposers must be licensed, bonded and insured as required by the State of Florida;
- Proposers must provide proof they have been engaged in the roofing business for a minimum of 1 year, within the last 3 years;
- Proposers must have an office with a dedicated and qualified person, phone and

fax line, as well as on-line capabilities to receive request for inquiries;

- References are required however, it is preferred that a minimum of one reference is with other governmental agencies doing similar type work (other than the City of North Miami) within the last three (3) years.

#### **1.4 SCOPE OF WORK**

The Scope of work required under this RFP is to provide all necessary planning, design, materials and other required professional and construction related services for the complete installation of roof systems in accordance with the Florida Building Code and all applicable sections.

The re-roofing to the existing residential properties are to include, but not be limited to flat, low sloped roofs, mansard, shed-like pitched roofs constructed of fiberglass shingle and built-up roofing and materials. The roof types include structural systems using wood, plywood, tongue and groove and osb decks and / or similar decking material common to the industry that may be incorporated in a residential structure.

The first one hundred (100) square feet of unforeseen rotten damaged sheathing replacement shall be included in the Contract price. The roof deck water resistant coverings include asphalt saturated felts, secondary water barrier, (smooth surface peel and stick roof roofing membrane at all pitched and mansard roofs), three dimensional Timberline Prestique, high definition fungus resistant energy efficient shingles, (all flats and low sloped require two layers of fiberglass-ply sheet with hot asphalt mopped in placed fully adhered, over all flat and low sloped roof, 1" rigid insulation with quartz cap sheets. There should not be any ponding of water. Use tapered insulation or build up low areas if required to prevent any ponding water. All galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections must be new. All rafters or trusses will need to be reinforced on an as needed basis.

- **NAILS SHALL NOT PENETRATE THROUGH THE SHEATHING AT ANY VISIBLE SPOT:**

All joints shall be made over rafters and all eaves drip shall be backed with pressure treated 1 x 2" furring strips. Remove and discard all existing vents and turbines on roof deck. Provide and install new ridge vent system for roof. The roofing Contractor must comply with any gas ventilation requirements per Building and Zoning regulations.

- **FASCIA:**

Remove/replace all wood fascia at the complete perimeter of the house. Fascia shall be replaced with a minimum length of 5 feet interval and joints to be 45 degree cut and secured with non corrosive nails. Remove all attachments to the fascia as required and reattached after replacement. Apply one coat of low VOC primer and two coats of low VOC exterior paint at fascia and the complete perimeter of the house.

- **WOOD AND / OR CONCRETE SOFFITS**

Remove and discard all deteriorated soffit material and soffit screens and haul away from property at once. Repair damaged and deteriorated rafters' ends and soffit

framing as necessary. Provide and install new soffit wood along with new aluminum framed soffit vents at approximate 32" intervals around the perimeter. Remove all attachments to soffit and reattach as required after soffit replacement. All intersection of new soffit and existing structure are to be caulked and sealed. Apply one coat of low VOC primer /sealer and two coats of low VOC exterior paint at soffits and the complete perimeter of the house.

- **CONCRETE SOFFIT:**

Patch /repair any existing and visible cracks along concrete soffits perimeter. Remove deteriorated soffit screens Install new ones. Apply one coat of low VOC primer /sealer and two coats of low VOC exterior paint at soffits around the perimeter of the house.

- **GUTTERS:**

Install new seamless metal gutters and downspout system (on the perimeter of the house). Install new splash 24" blocks at downspout to discharge water away from foundation. Upon completion of work, Contractor shall provide the Homeowner/City with the manufacturer's shingle warranty and product approval and Contractors warranty for ten years against leak for all sloped roofs and five-year warranty against leak on low slope and flat roofs.

## **1.5 ROOFING STANDARD SPECIFICATIONS**

### **a. GENERAL:**

The guide specifications herein incorporated forms the basis of the required work under this RFP. These specifications acknowledge that different systems may occur with each and every building type. These specifications provide guidance regarding the construction standards that Proposers are expected to adhere to regarding the overall level of quality that the City of North Miami expects on all roofing projects. The Proposer may propose alternate installation methods and means that are considered approved by the manufacturer of the roofing products proposed and the specific installation specifications produced by the product manufacturer which has been approved by the Miami Dade County Product Control Division through current Approved Notices of Acceptances.

The Specifications shall be as follows:

- Roofing Shingles- NOA #09-0922.12, Gaf, Elk Timberline Prestique 40 and Timberline Cool Series Shingles, similar or better
- Flat Roofs-GAF Materials NOA# 07-1219.09

### **b. QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment shall be new. The items proposed must be new, unless recycled materials are certified by Proposer, the latest model, of the best quality, and highest grade workmanship and has been certified by the product manufacturer as acceptable for the installation required meeting the requirements of agencies such as EPA, UL, Factory Mutual, ASTM who may govern the certification of recycled products for reintroduction into building systems. All products must meet the High Velocity Test

Protocols established by the Florida Building Code for High Velocity Wind Zone Regions.

**c. UNDERWRITERS' LABORATORIES & FACTORY MUTUAL REQUIREMENTS:**

All manufactured items and fabricated assemblies shall be U.L. listed, Factory Mutual Listed or re-examination listing where such has been established by U.L. or Factory Mutual for the item(s) offered and furnished.

**d. GENERAL LOCATION OF WORK:**

If property (public or private) is damaged while Contractor is performing the work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City of North Miami prior to the final acceptance of the work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees affected by the work.

Contractor shall notify the requesting department in writing of the site having pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the Contractor to make repairs.

**e. PROTECTION:**

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the Contractor.

Contractor shall make all necessary arrangements with the utility companies concerned for protection of their lines during the work period. Contractor shall exercise extreme caution to eliminate any possibility of damage to any utilities. Prior to commencing of any work at each site the Contractor shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the repairs.

Restore any damage to property to its original condition, at the Contractor's expense, as acceptable to the City of North Miami

Contractor shall protect all existing and newly installed work, materials, equipment, improvements performed under this Contract.

**f. EMPLOYEES:**

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an



employee or agent of the City of North Miami. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

Contractor shall assign an "On Duty" supervisor who speaks and reads English and who shall be present at the project site for the full extent of the work day to manage the work crew(s).

**g. STORAGE OF MATERIALS:**

The Contractor must provide for the Contractor's own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas unless the materials have been positioned at the site for immediate installation into or on the building. No items shall be stored overnight if resulting from a day's work due to the inability of the Contractor to complete the installation.

**h. REMOVAL OF DEBRIS AND CLEANING UP:**

All construction debris and trash shall be disposed of in a required onsite dumpster that is no less than 40 yards in size. Contractor is responsible for selecting a dumpster trash hauler that is registered with the City with a valid Business Tax Receipt. Debris and trash shall be immediately removed from the site every day. Prior to acceptance of the work by the City, the Contractor shall completely clean the site and remove from site all trash and debris and shall dispose of such materials.

**i. PERMITS:**

Contractor shall obtain and pay for all required permits when applicable. The fee for City permits will not be waived. The Contractor will also be responsible for paying all applicable Dade County surcharges. The City of North Miami will reimburse Contractor for cost of permits. Contractor shall not include permit fees on the Proposal form.

All work not stated herein shall be in compliance with the Florida Building Code and related sections and all other national, state, and local codes and regulations. All permits to be posted on job site.

**j. GENERAL REQUIREMENTS:**

Contractor must have immediate access to all equipment, tools and personnel necessary to perform all functions of the repairs, maintenance and installations the job may require. This includes but is not limited to kettles, buckets and interior lifts, compressors, saws, nailers, other miscellaneous tools and materials etc., necessary to perform required work.

All materials provided and work performed shall fully conform to all applicable local, state, and Federal regulations and codes. All materials incorporated into the work shall be new, unless otherwise approved by authorized City personnel. Contractor shall follow the manufacturer's operating and maintenance instructions for all work performed.

Contractor shall make every effort to keep any interrupted normal operations to an absolute minimum and shall be coordinated with authorized City personnel.

**k. QUALITY CONTROL:**

Contractor shall establish a complete quality control program that will assure to the City that the Contractor will meet the quality standards of the Florida Building Code and the manufacturer's warranty stipulations. The program shall be submitted with Proposal form. The program shall include but not limited to:

An inspection system covering all the services stated in this document.

A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.

A file of all the inspections conducted by the Contractor and the corrective action to be taken must be maintained. This document shall be made available to the City during the term of Contract.

The City of North Miami will monitor the Contractor's performance under this Contract using the quality assurance procedures submitted.

The City's Representative shall determine the quality or acceptability of materials used, work performed, the manner of performance and progress being made in meeting the specifications.

**l. ADJACENT PROPERTY:**

When adjacent property is affected by Contract work, it shall be the Contractor's responsibility to take whatever safeguards or precautions are necessary for the protection of the adjacent property and to notify the owner thereof prior to such actions.

**m. DAMAGE TO PROPERTY:**

The Proposer shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the scope of work. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Proposer, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Proposer, and at the Proposer's expense.

**n. WARRANTY AND GURANTEE:**

All products furnished by the selected Proposer shall be supplied with all warranties and guarantees of the manufacturer for a minimum of 10 Years. Warranties on workmanship shall be for a period of not less than 1 year; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs. The roof should be free from leaks caused by a sub standard installation. Materials should be installed in a strict accordance to the manufacturer's specifications and recommendations.

**o. REPAIR OR REPLACEMENT:**

Should any defect appear during this period, the selected Proposer shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within ten (10) calendar days after receipt of notification from the City of the defect.

**End of Section 1**

## SECTION 2 SPECIAL CONDITIONS

### 2.1 CONTACT PERSON

For any information regarding the specifications and requirements of this RFP, contact: Ruby C. Johnson via facsimile: (305) 891-1015 or email at [rcrenshaw@northmiamifl.gov](mailto:rcrenshaw@northmiamifl.gov).

Any questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, FAX: (305) 891-1015. The RFP title/number shall be referenced on all correspondence. All questions must be received no later than **Wednesday, April 17, 2013 at 3:00 PM**. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. No questions will be received written, verbally or after said deadline.

### 2.2 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on **Tuesday, April 9<sup>th</sup>, 2013 at 11:00 AM** at North Miami City Hall 776 N.E. 125<sup>th</sup> Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this solicitation.

Proposers are requested to bring this solicitation document to the conference, as additional copies will not be available.

### 2.3 METHOD OF AWARD

A committee of three (3) members appointed by the Purchasing Director shall meet to review the responses to the RFP for compliance with the requirements and provide an objective evaluation of all proposals. The committee will be comprised of appropriate City personnel from multiple departments as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. The Committee's initial evaluation of proposals shall be on the basis of the specific project need and the professional services offered by the Respondent in accordance with those criteria listed below.

Criteria will be scored on a scale of "0" to "100" per evaluator with the maximum number of points available for each criterion as noted in this section. The total maximum number of points to be scored under this process is 300. Scoring is based on a point total per evaluator and not a percentage.

Proposals will be evaluated based on the following criteria:

1. Firm / Staff Overall Experience	30 Points
2. References	25 Points
3. Price Proposal	35 Points
4. Local Preference	<u>10 Points</u>
<b>TOTAL</b>	<b>100 Points</b>

## **VENDOR SELECTION / WORK DISTRIBUTION:**

1. Firms will be ranked according to the overall evaluation score;
2. The Firms will be shortlisted;
3. Once the City has determined the number of roofs that will be replaced, this will determine the number of vendors that will be selected to perform the roof replacements. The City anticipates to award up to 10 roofs per vendor;
4. Each Contractor from the selected group of Proposers will be assigned one (1) roof to complete. Once this work is completed, the work will be reviewed. If the vendor provides a timely and quality work product, the vendor will be assigned a group of houses to complete;

It shall be the sole prerogative of the City as to the number of vendors who will be initially included under this Contract. Once the list is established, during the term of the program, the City reserves the right to add or delete vendors as it deems in its best interests. The RFP will not re-open to select additional vendors. If required, new vendors will be selected from the listing of qualified Proposers who did not make the first round of selected Proposers. Firms must apply to this RFP to be considered for the project.

### **2.4 TERM OF CONTRACT**

The term of the Contract shall be for a period of one year or until the project is completed.

The selected Contractors will be required to enter into an agreement with the City and the property owner for each property assigned to the Contractor under this RFP.

### **2.5 PROPOSAL CONDITIONS**

#### **2.5.1 The City Options**

The City may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

The submittal of a Proposal will be considered by the City as constituting an offer by the Proposer to provide the services described in this RFP.

#### **2.5.2 Rules, Regulations, and Requirements**

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this RFP and to providing the services described herein.

#### **2.5.3 Change of Proposal**

Any Proposer, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP # shall appear on the envelope.

#### **2.5.4 Withdrawal of Proposal**

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the Proposal opening, to provide the proposed services.

#### **2.5.5 Modifications of Proposal**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

### **2.6 INSURANCE - General Insurance Requirements**

Respondents must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
  - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
  - Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
  - For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The selected Proposer must submit, prior to signing the Contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of the Contract.

### **2.7 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines apply to this Contract. Contractors shall be aware, if awarded that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this RFP has any

personal financial interest, directly or indirectly, with Contractors or vendors providing professional services on work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this RFP no person having such conflicting interest shall be employed.

## **2.8 VENDOR REGISTRATION**

The awarded Proposer shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Proposers confirms its knowledge of and commitment to comply with the City of North Miami Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and Contract formation.

Proposers may view the city's procurement ordinance at [www.northmiamifl.gov/purchasing](http://www.northmiamifl.gov/purchasing)

## **2.9 REVIEW OF PROPOSALS**

The City will not allow any requests for documents or reviews of submittals until thirty days after proposals are received or after award. After said time, firms may request documents or make an appointment to review submittals and presentations.

## **2.10 COMMUNITY BENEFITS PLAN**

The Successful Vendor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code. The Successful Vendor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Vendor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Respondents are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The Successful Vendor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Contractor.

## **2.11 PURCHASING CARD PROGRAM**

The City is currently under contract with Bank of America for providing and implementing a Purchasing Card Program. The selected Proposers can take advantage of this program and in consideration receive their payment within several days instead of City's Policy of Net 45 days After Receipt of Invoice. In consideration of this service, the City is requesting a percentage off the proposal price. If no such percentage is given the City shall assume 0% discount applies.

Proposers are requested to state in the Proposal if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase/Contract price shall be governed by the Net 45 payment terms.

## **End of Section 2.0**

### **SECTION 3 PROPOSAL FORMAT**

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. All documents and information must be fully completed and signed as required. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

Please submit an original proposal, one (1) CD and three (3) copies in response to this Request for Proposal (RFP). Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The Proposal must include the following information:

#### **3.1 MANDATORY SUBMITTAL REQUIREMENTS**

##### **LABEL EACH SECTION AS NUMBERED**

Firms shall submit a Proposal in a bound format which shall include but not limited to the following:

##### **1. Proposal Contact Person Information (See attached Form)**

This form should be the first page of the Respondents Proposal. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

##### **2. Business Structure**

- Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of the organization and number of years in existence and location.
- Include copies of all active professional licenses and certification held by the Firm under Florida Law to provide the required services.
- Include proof of the required insurance.
- Include proof of performance bond

##### **3. Firms Past Experience**

- Provide experience in providing residential roofing services.
- Include three (3) professional references from current or past clients (within three years). Client cannot be the City of North Miami (***Form A-14 - Reference Form can be used or letters from client***). ***It is preferred that at least one (1) client be from a governmental agency.***



Reference information shall include the client name, amount of the project, size of the project, outcome of the project, duration of the project, overall satisfaction of the project along with a contact name, phone, fax and email address to contact the reference.

- Respondents should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the City. (Photos are acceptable) Limit this information to 3 pages.

#### **4. Local Business Preference**

The RFP is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami or firms that sub or firms that subcontract at least ten percent (10%) to local businesses. To satisfy this requirement, the Proposer shall affirm in writing its compliance with either of the following objective criteria. Proposers may utilize **Form A-3 Local Vendor Preference** in Section 4.0 – Contract Forms.

A local business shall be defined as:

- a) A business that has a physical business address located within the limits of the City of North Miami from which the Proposer operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. A local business must have a valid local business tax receipt, issued by City of North Miami; or
- b) A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami. **(Must complete Forms A-3a Statement of Intent & A-3b Participation Schedule)**

The City is seeking firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of City Ordinance 1244.

#### **5. Price Proposal**

Services described in this RFP shall be compensated per square. The City is seeking to have all fees negotiated and priced up front for the entire cost to replace a roof. The square footage of each home will be provided and the price will coincide with the prices proposed.

No additional fees are allowed as well as no increase in fees is allowed during the duration of the program. Proposers should incorporate profit and overhead into the rates, which also must include, without limitation, all supplies, equipment and other charges. No separate or additional costs of any kind will be allowed.

## **8. Contract Forms**

All Contract forms must be completed (with all blanks filled in), executed and properly notarized.

**End of Section 3**



**CITY OF NORTH MIAMI**

**PROPOSAL CONTACT PERSON INFORMATION**

**RFP 24-12-13  
Roof Replacement Program**

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

LEGAL NAME OF PROPOSER(S) \_\_\_\_\_

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

CONTACT PERSONS NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_



## Exhibit 1

### PROPOSAL FORM Roof Replacement Program

Item No.	Description	Unit	Cost
1.	Three Dimensional Timberline High Definition Fungus Resistant Energy Efficient Shingles	Square	\$
2.	GAF 30 lb felt	Square	\$
3.	Secondary Water Barrier	Square	\$
4.	GAF 75 lb felt	Square	\$
5.	GAF Ply 4	Square	\$
6.	GAF Cap Sheet	Square	\$
7.	Seamless Gutters	LF	\$
8.	Fascia	LF	\$
9.	Soffit / Soffit Screen	Square / LF	\$
10.	Insulation (Flat)	Square	\$
11.	Labor	Square	\$
12.	Dumpster	Yard	\$
		<b>TOTAL</b>	\$
*	Indicate % discount for credit card payments (See Sect 2.11)	_____ %	\$
13.	Contingency (if required) Not to exceed 10%	_____ %	\$

1. The price listed in the Proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the City of North Miami.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform to all requirements of the Request for Proposal.

---

Name: (Please Print)

---

Offeror Signature

Title:

Date:



## SECTION 4.0

### Contract Forms

The following forms are required to be submitted with this RFP.

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non Collusive Respondent Certificate
Form A-3	Local Preference (if applicable)
Form A-5	Acknowledgement of Addenda
Form A-10	Performance Bond
Form A-14	References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill – in forms. Please ensure to include all applicable forms with your RFP documents signed and notarized as required. Emailed forms will not be accepted.

## **Section 5.0**

### **General Guidelines and Information**

#### **5.1 DEFINITIONS**

- a) "City." The City of North Miami.
- b) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and Contractor.
- c) "Awarded Proposer", or "Contractor" means the Proposer or Proposers that receive any award of Contract from the City as a result of this Request for Proposal.
- d) The word "Department" to mean a department of The City of North Miami.
- e) The word "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this solicitation.
- f) "Proposer" or "Respondent." All contractors, consultants, organizations, firms, vendors or other entities submitting a response to this RFP.
- g) The words "Scope of Services" or "Scope of Work" to mean section 3.0 of this solicitation, which details the work to be performed by the contractor or consultant.
- h) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- i) The words "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the contractor to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the contractor.

#### **5.2 CITY OVERVIEW**

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such

as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

#### **5.3 INVITATION**

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the City's anticipated needs.

#### **5.4 PUBLIC ENTITY CRIMES AFFIDAVIT**

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the solicitation requirements.

#### **5.5 PUBLIC ENTITY CRIME/ DISCRIMANATORY VENDOR LIST**

Any Respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or

has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

#### **5.6 LOBBYING**

All Respondents, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

#### **5.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed subcontractors or sub consultants shall not attempt to do business with the City

under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

#### **5.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

#### **5.9 ORAL REPRESENTATION**

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this solicitation.

#### **5.10 ADDENDA**

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for



opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

#### **5.11 CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

#### **5.12 PROTEST**

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

*Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office*

#### **5.13 CONTRACT**

The selected Respondent understands that this solicitation or the response shall not constitute

a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

#### **5.14 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the City.

#### **5.15 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

#### **5.16 RESPONSE SUBMISSION AND OPENING**

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The response shall identify the solicitation number and title specified on the cover page of this solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

#### **5.17 ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

#### **5.18 WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

#### **5.19 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

#### **5.20 REJECTION OF RESPONSES**

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

#### **5.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

#### **5.22 REVIEW OF PROPOSAL FOR RESPONSIVE**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

#### **5.23 CITY COUNCIL REVIEW**

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City’s Procurement Ordinance to enter into contract Negotiation. The City Council reserves the right to reject all Proposals.

#### **5.24 CONTRACT AWARD**

The City anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to

provide evidence of any required insurance coverage shall be just cause for the termination of the award.

#### **5.25 CONE OF SILENCE**

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-193 which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

#### **5.26 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub consultants who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-**

**responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

#### **5.27 BUSINESS ENTITY REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

#### **5.28 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

**5.29 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

**5.30 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL VENDORS**

The evaluation of competitive solicitations is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the solicitation. A local business shall be defined as:

- b) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- c) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or
- d) The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami **(Must complete Form A-3a & A-3b)**

The preference is used to evaluate the submittals received from Respondents are

assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. **(See Form A-3)**

**5.31 RULES, REGULATED AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

**5.32 COMMUNITY BENEFITS PLAN**

The Successful Proposer will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code.

The Successful Proposer will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Proposer shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The Successful Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

**END OF SECTION 5**